

UNOFFICIAL COPY

PARCEL (A):

LOTS 46 TO 58, BOTH INCLUSIVE, (EXCEPTING THEREOF THAT PART OF SAID LOTS LYING BETWEEN THE NORTH EAST LINE OF MILWAUKEE AVENUE AND A LINE 21 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTH EAST LINE OF MILWAUKEE AVENUE) IN COOK COUNTY, ILLINOIS

PARCEL (B)

LOTS 39 TO 43, BOTH INCLUSIVE, (EXCEPTING THEREFROM THE PART OF SAID LOTS LYING BETWEEN THE NORTH EAST LINE OF MILWAUKEE AVENUE AND A LINE 21 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTH EAST LINE OF MILWAUKEE AVENUE) IN COOK COUNTY, ILLINOIS

PARCEL 1-"A" AND 1-"B" BEING IN BLOCK 4 IN BUTLER'S CARPENTER AND MILWAUKEE AVENUE SUBDIVISION BEING A SUBDIVISION OF THE PART OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF MILWAUKEE AVENUE (EXCEPT THE NORTH 600 FEET THEREOF) IN COOK COUNTY, ILLINOIS

PARCEL (C)

LOTS 3 TO 12, BOTH INCLUSIVE, EXCEPT THAT PART OF SAID LOTS LYING BETWEEN THE SOUTHWESTERLY LINE OF MILWAUKEE AVENUE AND A LINE 21 FEET SOUTH WEST OF AND PARALLEL WITH THE SOUTHWESTERLY LINE OF MILWAUKEE AVENUE IN COOK COUNTY, ILLINOIS

PARCEL (D)

LOTS 18 TO 20, BOTH INCLUSIVE, (EXCEPT THAT PART OF SAID LOTS LYING BETWEEN THE SOUTHWESTERLY LINE OF MILWAUKEE AVENUE AND A LINE 21 FEET SOUTH WEST OF AND PARALLEL WITH THE SOUTHWESTERLY LINE OF MILWAUKEE AVENUE) IN COOK COUNTY, ILLINOIS

PARCEL 1-"C" AND 1-"D"

BLK 2 IN BLOCK 2 IN MILWAUKEE AVENUE FRONT, BEING A SUBDIVISION OF BLOCKS 1 AND 2 IN OLIVER O. COOK'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTH EAST 1/4 LYING BETWEEN RAND ROAD AND NORTH MILWAUKEE PLANK ROAD IN SECTION 8, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2-

THAT PART OF BLOCK 4 AND THE VACATED STREET SOUTH WEST AND ADJOINING THE SAME IN THE VILLAGE OF JEFFERSON DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH EAST RIGHT OF WAY LINE OF THE WISCONSIN DIVISION OF THE CHICAGO AND NORTHWESTERN RAILWAY WITH THE SOUTH WEST LINE OF MILWAUKEE AVENUE; THENCE NORTHWESTERLY 577.6 FEET ALONG SAID SOUTH WEST LINE; THENCE SOUTHWESTERLY 60 FEET AT RIGHT ANGLES TO SAID SOUTH WEST LINE; THENCE SOUTHWESTERLY 97.1 FEET AT RIGHT ANGLES TO THE NORTH EAST RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY TO SAID RIGHT OF WAY LINE; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE 409.3 FEET TO THE POINT OF BEGINNING; EXCEPT THAT PORTION OF SAID PREMISES TAKEN FOR THE WIDENING OF MILWAUKEE AVENUE AND HEREINAFTER CONVEYED TO THE CITY OF CHICAGO BY QUIT CLAIM DEED DATED MAY 2, 1927 AND RECORDED ON OCTOBER 14, 1927 AS DOCUMENT 9808980 AND EXCEPT THAT PORTION OF SAID PREMISES CONVEYED TO SWIFT AND COMPANY, A CORPORATION OF ILLINOIS, BY DEED DATED JUNE 2, 1927 AND RECORDED JUNE 28, 1927 AS DOCUMENT 9699625 AND EXCEPT THAT PORTION ALSO CONVEYED TO SWIFT AND COMPANY, A CORPORATION OF ILLINOIS, BY QUIT CLAIM DEED DATED JUNE 20, 1927 AND RECORDED ON OCTOBER 31, 1927 AS DOCUMENT 9825654 IN COOK COUNTY, ILLINOIS

PARCEL 3:

LOT 57 (EXCEPT THE SOUTH 21 FEET THEREOF) AND LOTS 58 TO 64, INCLUSIVE (EXCEPT THAT PART OF SAID LOTS 57 TO 64 TAKEN FOR STREET) IN BLOCK 3 (R BUTLER'S CARPENTER AND MILWAUKEE AVENUE SUBDIVISION) OF THAT PART OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF MILWAUKEE AVENUE (EXCEPT THE NORTH 600 FEET THEREOF) IN COOK COUNTY, ILLINOIS;

PARCEL 4:

LOTS 31, 32, AND 33 IN BLOCK 3 IN BUTLER'S CARPENTER AND MILWAUKEE AVENUE SUBDIVISION OF THAT PART OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF MILWAUKEE AVENUE (EXCEPT THE NORTH 600 FEET THEREOF) EXCEPT FROM SAID PREMISES THAT PART LYING BETWEEN THE NORTH EAST LINE OF MILWAUKEE AVENUE AND A LINE 21 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE TAKEN FOR WIDENING MILWAUKEE AVENUE ALL IN COOK COUNTY, ILLINOIS

PARCEL 5:

LOT 6 (EXCEPT THE SOUTHWESTERLY 21 FEET THEREOF) IN BLOCK 3 IN BUTLER'S CARPENTER AND MILWAUKEE AVENUE SUBDIVISION BEING A SUBDIVISION OF THAT PART OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF MILWAUKEE AVENUE EXCEPT THE SOUTH 600 FEET THEREOF, IN COOK COUNTY, ILLINOIS.

3712622

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Property of Cook County Clerk's Office

RETURN TO: DANIEL J. BROWN, CLERK
2050 N. LAKE STREET, SUITE 100
CHICAGO, IL 60610

UNOFFICIAL COPY

ASSIGNMENT OF RENTS

712622

Chicago, Illinois, May 20, 1988

Know all Men by these Presents, THAT HARRIS TRUST AND SAVINGS BANK,

a corporation of Illinois, not personally but as a Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated May 19, 1988 and known as trust number

94156

hereinafter called First Party, in consideration of Ten Dollars (\$10.00) in hand paid, and of other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, does hereby assign, transfer and set over unto Park National Bank of Chicago, a National Banking Association

its successors and assigns (hereinafter called the Second Party), all the rents, earnings, income, issues and profits of and from the real estate and premises hereinafter described which are now due and which may hereafter become due, payable or collectible under or by virtue of any lease, whether written or verbal, or any letting of, possession of, or any agreement for the use or occupancy of, any part of the real estate and premises hereinafter described, which said First Party may have heretofore made or agreed to or may hereafter make or agree to, or which may be made or agreed to by the Second Party under the powers hereinafter granted to it; it being the intention hereof to hereby make and establish an absolute transfer and assignment of all such leases and agreements and all the rents, earnings, issues, income, and profits thereunder, unto the Second Party herein, all relating to the real estate and premises situated in the County of Cook, and described as follows, to-wit:

See legal attached hereto and made a part hereof.

13-08-224-023 through 032; 13-08-224-038 through 040;
13-08-224-010 through 013; 13-08-225-016 through 020;
13-08-225-057; 13-09-10-006; 13-08-213-061, 13-08-213-059

Common address: 5108, 5120, 5341, 5343, 5345, 5347, 5349, 5355, 5356, 5357, 5358, 5359, 5361, 5362, 5371, 5373, 5374, 5385, 5388, 5390, 5392, and 5475 N. Milwaukee Avenue, Chicago, Illinois

This instrument is given to secure payment of the principal sum of One million five hundred fifty thousand and no/100----- Dollars, and interest upon a certain loan secured by Trust Deed to Park National Bank of Chicago

as Trustee dated May 20, 1988 and recorded in the recorder's Office of above-named County, conveying the real estate and premises hereinabove described, and this instrument shall remain in full force and effect until said loan and the interest thereon, and all other costs and charges which may have accrued or may hereafter accrue under said trust deed, have been fully paid.

This assignment shall not become operative until a default exists in the payment of principal or interest or in the performance of the terms or conditions contained in the Trust Deed herein referred to and in the Note secured thereby.

Without limitation of any of the legal rights of Second Party as the absolute assignee of the rents, issues, and profits of said real estate and premises above described, and by way of enumeration only, First Party hereby covenants and agrees that in the event of any default by the First Party under the said trust deed above described, the First Party will, whether before or after the note or notes secured by said trust deed is or are declared to be immediately due in accordance with the terms of said trust deed, or whether before or after the institution of any legal proceedings to foreclose the lien of said trust deed, or before or after any sale therein, forthwith, upon demand of Second Party, surrender to Second Party, and Second Party shall be entitled to take actual possession of, the said real estate and premises hereinabove described, or of any part thereof, personally or by its agents or attorneys, as for condition broken, and, in its discretion, may with or without force and with or without process of law, and without any action on the part of the holder or holders of the indebtedness secured by said trust deed, enter upon, take, and maintain possession of all or any part of said real estate and premises hereinabove described, together with all documents, books, records, papers, and accounts of First Party relating thereto, and may exclude the First Party, its agents, or servants, wholly therefrom, and may, in its own name, as assignee under this assignment, hold, operate, manage and control the said real estate and premises hereinabove described, and conduct the business thereof, either personally or by its agents and may, at the expense of the mortgaged property, from time to time, either by purchase, repair, or construction, make all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments, and improvements to the said real estate and premises as to it may seem judicious, and may insure and reimburse the same, and may lease said mortgaged property in such parcels and for such times and on such terms as to it may seem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by said trust deed, and may cancel any lease or sub-lease for any cause or on any ground which would entitle the First Party to cancel the same, and in every such case the Second Party shall have the right to manage and operate the said real estate and premises, and to carry on the business thereof, as it shall deem best, and the Second Party shall be entitled to collect and receive all earnings, revenues, rents, issues, profits, and income of the same, and any part thereof, and, after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments, and improvements, and all payments which may be made for taxes, assessments, insurance, and prior or proper charges on the said real estate and premises, or any part thereof, including the just and reasonable compensation for the services of the Second Party and of its attorneys, agents, clerks, servants, and others employed by it, property engaged and employed, for services rendered in connection with the operation, management, and control of the mortgaged property and the conduct of the business thereof, and such further sums as may be sufficient to indemnify the Second Party against any liability, loss, or damage on account of any matter or thing done in good faith in pursuance of the rights and powers of Second Party hereunder, the Second Party may apply any and all moneys arising as aforesaid:

(1) To the payment of interest on the principal and overdue interest on the note or notes secured by said trust deed, at the rate therein provided; (2) To the payment of the interest accrued and unpaid on the said note or notes; (3) To the payment of the principal of said note or notes from time to time remaining outstanding and unpaid; (4) To the payment of any and all other charges secured by or created under the said trust deed above referred to; and (5) To the payment of the balance, if any, after the payment in full of the items hereinbefore referred to in (1), (2), (3), and (4), to the First Party.

REMARKS
PARK NATIONAL BANK
2958 N. MILWAUKEE AVE.
CHICAGO, IL 60640

This document was prepared by: Jill J. Igaravidez, Park National Bank of Chicago, 2958 N. Milwaukee Ave., Chgo, IL 60640

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71-58-88103

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Box No.

Assignment of Rents

HARRIS TRUST AND SAVINGS BANK

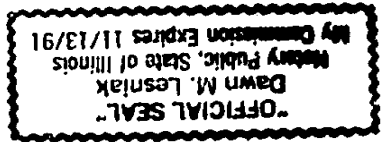
as Trustee

TO

HARRIS TRUST AND SAVINGS BANK

111 WEST MONROE STREET

CHICAGO 30, ILLINOIS



STATE OF ILLINOIS
COUNTY OF COOK

I, DAWN M. LESNIAK
a Notary Public in and for said County, in the State aforesaid, do hereby Certify, that
DAWN M. LESNIAK
Vice-President of the Harris Trust and Savings Bank, and
KENNETH E. PERKINS
Assistant Secretary
of said Bank, who are personally known to me to be the same persons whose names are sub-
scribed to the foregoing instrument as such Vice-President, and Assistant Secretary, respectively,
appeared before me this day in person and acknowledged that they signed and delivered the said
instrument as their own free and voluntary act and as the free and voluntary act of said Bank,
as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant
Secretary then and there acknowledged that they are aforesaid as such Assistant Secretary and
Bank, did affix the corporate seal of said Bank to said instrument as aforesaid, and the free and
voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the
uses and purposes therein set forth.
Given under my hand and notarial seal, this 27th day of July, A. D. 1988
Dawn M. Lesniak
Notary Public.

RECORDED
INDEXED
HARRIS TRUST AND SAVINGS BANK
ASSST Vice-President
Assistant Secretary
CHICAGO TITLE INS.
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1988
11/13/91

IN WITNESS WHEREOF, Harris Trust and Savings Bank, not personally but as Trustee as aforesaid, has caused these
presents to be signed by its Vice-President, and its Assistant Secretary, and the corporate seal of said Bank, to be hereunto affixed and attested by its Assistant Secretary, the day
and year first above written.

This instrument shall be assignable by Second Party, and all of the terms and provisions hereof shall be binding upon and
inure to the benefit of the respective executors, administrators, legal representatives, successors and assigns of each of the parties herein.
The failure of Second Party, or any of its agents or attorneys, successors or assigns, to avail itself or themselves of any of the
terms, provisions, and conditions of this agreement for any period of time, at any time or times, shall not be construed or deemed
to be a waiver of any of its, his, or their rights under the terms hereof, but said Second Party, or its agents or attorneys, successors
or assigns shall have full right, power and authority to enforce this agreement, or any of the terms, provisions, or conditions hereof,
and exercise the powers hereunder, at any time or times that shall be deemed fit.
The payment of the note and release of the Trust Deed securing said note shall ipso facto operate as a release of this instrument.
This Assignment of Rents is executed by the Harris Trust and Savings Bank, not personally but as Trustee as aforesaid in the
exercise of the power and authority conferred upon and vested in it as such Trustee (and said Harris Trust and Savings Bank, hereby
warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing
herein or in said principal or interest notes contained shall be construed as creating any liability on the said first party or on said Harris
Trust and Savings Bank personally to pay the said principal notes or any interest thereon, or any indebtedness accruing
hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by said
party of the second part and by every person now or hereafter claiming any right or security hereunder, and that so far as the party
of the first part and said Harris Trust and Savings Bank personally are concerned, the legal holder or holders of said
principal and interest notes and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises therein
conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal note,
provided.